



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

September 2, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF CONTRACT FOR ADVANCED LIFE SUPPORT (ALS) BILLING AGREEMENT AUDITING SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Advanced Life Support (ALS) Billing Agreement between the District and the private ambulance companies requires an audit to be performed on the raw data to validate the accuracy of the billing reports provided by the ambulance companies, to ensure an appropriate interim rate for future services, and to verify the final amount of payment due to the District. Due to the complexity of the formulas used by the ambulance companies in billing, contracting these services through an independent auditing company that specializes in ALS billing agreements will enable the District to receive findings that are conclusive and which adhere to other provisions of the agreement as mentioned above.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chairman to sign a one-year contract with ACS State and Local Solutions, Inc. (Attachment A) to provide auditing services for the Advanced Life

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY

DIAMOND BAR
DUARTE
EL MONTE
GARDENA
GLENORA
HAWAIIAN GARDENS
HAWTHORNE

HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA FLINTRIDGE
LA HABRA

LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER
LAWNDALE
LOMITA
LYNWOOD

MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT
PICO RIVERA

POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

Support (ALS) Billing Agreement, in an amount not to exceed \$180,000 for the term of this contract. The initial term of this contract will be for one (1) year and may include an additional six (6) month-to-month extensions, not to exceed a total possible contract term of one (1) year and six (6) months. This contract will become effective upon approval by the Board.

3. Authorize the Fire Chief, or his designee to amend, suspend and/or terminate this contract, if deemed necessary, in accordance with the District's contract for Advanced Life Support (ALS) Billing Agreement Auditing Services and by way of extensions, not to exceed six (6) month-to-month extensions. There will be no rate increases for this service which is in accordance with the terms and conditions of the District's contract for Advanced Life Support (ALS) Billing Agreement Auditing Services.
4. Authorize total expenditures for the term of this one-year (1) and six (6) month-to-month contract of \$180,000 representing the total contract cost. The expenditure authority for the term of this contract is \$180,000. Cost of Living Adjustment (COLA) requests for multi-year service contracts will not be applicable to this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommended actions is to conduct an audit of the Advanced Life Support (ALS) Billing Agreement between the District and the private ambulance companies that bill for ALS services. The District provides fire protection and emergency medical services to a 2,288 square mile area including 58 contract cities. Emergency services are provided to a population of over four million residents. In 2007, the District responded to nearly three hundred thousand service calls of which over two hundred thousand were Emergency Medical Service (EMS) calls. Total transports during the period of May 31, 2006 through May 30, 2007 were 165,790. Of these total transports, District personnel accompanied patients to hospitals on approximately 82,000 occasions. The initial Advanced Life Support (ALS) Billing Agreement between the District and the private ambulance companies requires an audit to be performed on the raw data to validate the accuracy of the reports provided by the ambulance companies, to ensure an appropriate interim rate for future services, and to verify the final amount of payment due to the District.

Due to the complexity of the ambulance companies' formulas used in billing, an audit done by a company that has extensive experience working with ambulance companies providing auditing services equivalent to the services identified in the Statement of Work, including conducting complex audits or financial reviews of health care, ambulance billing or EMS reimbursement programs, is mandatory in order to receive findings that are conclusive and which validate the accuracy of the reports provided by the ambulance companies, ensuring that appropriate interim rates for future services is acquired, and to verify the final amount of payment due to the District. The expenditures for these services will be \$180,000, therefore contracting out these services is mandatory.

Board approval of this contract will enable the District to receive the auditing services it needs to satisfy the initial Advanced Life Support (ALS) Billing Agreements terms and conditions which will also enable the District to continue providing exemplary service to its 58 contracted cities, including its 2,288 square miles as we provide emergency services to over four million (4,000,000) of its residents.

There will be no rate increases for this service which is in accordance with the terms and conditions of the District's contract for Advanced Life Support (ALS) Billing Agreement Auditing Services.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan in the areas of services excellence, fiscal integrity, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Sufficient appropriation is available in the Fire District's Budget to address the costs of this contract. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District is authorized to contract with independent companies for these services under California Health and Safety Code 13861.

On final analysis and consideration of this award, this Proposer was without regard to race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have any significant effect on the environment and is therefore exempt from CEQA, pursuant to Section 15061(b) (3) of the State CEQA Guidelines.

CONTRACTING PROCESS

The District issued a Request for Proposal (RFP) solicitation seeking companies capable of providing auditing services, as described in the Statement of Work, for the District. Solicitations were posted in seven (7) local community newspapers and on the Office of Small Business web site, in accordance with established County proposal procedures and policies. Responses were received from one (1) company.

The District has determined that the Proposer submitted for award of this contract has confirmed, through their Price Sheets (Attachment B), fees that are in accordance with the

generally accepted auditing standards and generally accepted government auditing standards.

The District has evaluated and determined that this Proposer will comply with all of the County policies including the Community Business Enterprises Program (Attachment C), Child Support Compliance Program, Contractor's Responsibility and Debarment Program, Safely Surrendered Baby Law, and the Contractor Employee Jury Services-Program. In addition, this Proposer agrees to maintain compliance with all contract requirements throughout the term of its contract with the District.

The District has reviewed the State Business License web site to assess the proposed contractors past performances, negative experiences, and complaints with other agencies and has found that there are currently no complaints against this Proposer that would prevent them from contracting with the District.

This contract does not include COLAs. The costs for the term of this contract were included in the Proposer's bid. The Proposer was evaluated and deemed capable of performing the services requested, based on their qualifications and experiences as stated in their proposal.

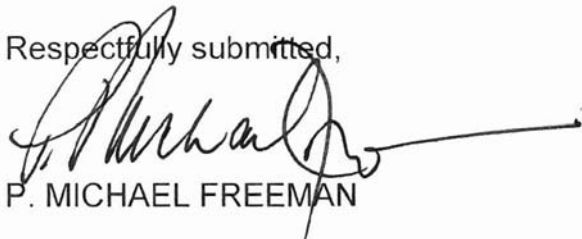
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no significant impact on current services. The ambulance companies will continue to provide services as outlined in their separate agreement as the contractor for the audit provides its services, which will proceed upon approval by the Board.

CONCLUSION

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board Letter and Contract. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when these documents become available.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:slr

Attachments (3)

c: Chief Executive Officer
County Counsel

ATTACHMENT A

**TO
ADVANCED LIFE SUPPORT (ALS)
BILLING AGREEMENT AUDITING
SERVICES**

CONTRACT



CONTRACT

BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

AND

ACS STATE & LOCAL SOLUTIONS, INC.

FOR

ADVANCED LIFE SUPPORT (ALS)
BILLING AGREEMENT AUDITING SERVICES

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Contract No.: _____

***CONTRACT* BETWEEN**
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND
ACS STATE & LOCAL SOLUTIONS, INC.
FOR
ADVANCED LIFE SUPPORT (ALS)
BILLING AGREEMENT AUDITING SERVICES

This Contract, including all Exhibits, is made and entered into this _____ day of _____, 2008,

by and between CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
(hereafter "District"),

and **ACS STATE & LOCAL SOLUTIONS, INC.**
(hereafter "Contractor").

RECITALS

WHEREAS, the District may contract with private businesses for Advanced Life Support (ALS) Billing Agreement Auditing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Advanced Life Support (ALS) Billing Agreement Auditing Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C- Contractor's EEO Certification
- 1.4 EXHIBIT D - District's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H- Safely Surrendered Baby Law
- 1.9 EXHIBIT I - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA) (*if applicable*)
- 1.10 EXHIBIT J - Contractor's Proposed Schedule

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 DISTRICT CONTRACT PROJECT MONITOR:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this Contract that cannot be resolved by the District's Contract Administrator.
- 2.6 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for a period of one (1) year, with six (6) one-month extensions commencing after execution by District's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The District shall have the sole option to extend this Contract term for up to six (6) month-to-month extensions, for a maximum total Contract term of one (1) year and six (6) months. Each such option and extension shall be exercised per mutual agreement of the Contractor and the Fire Chief and/or his designee.

- 4.3 The Contractor shall notify the District's Contract Administrator when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District's Contract Administrator, at the address herein provided and in *Exhibit D - District's Administration*.

5.0 CONTRACT SUM

- 5.1 The total estimated amount the District shall expend from its own funds during the Contract's entire term for Advanced Life Support (ALS) Billing Agreement Auditing Services is **\$180,000** for the entire term of the contract. Effective upon the expiration of the Contract's one (1) year term, the Contract allows for the renewal options that include six (6) month-to-months extensions.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided in *Exhibit D - District's Administration*.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to the District. Payment by District for services rendered after expiration/termination of this Contract shall not constitute a waiver of District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A -*

Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Pricing Sheet*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the District by the 15th calendar day of the month following the month of service.
- 5.5.5 Contractor to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County
Financial Management Division – Expenditure Management
P.O. Box 910901
Commerce, California 90091-0901**

- 5.5.6 DISTRICT APPROVAL OF INVOICES. All invoices submitted by the Contractor for payment must have the written approval of the District's Contract Project Monitor prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld Contractor shall send one (1) copy of the invoice to the District's Contract Project Monitor, which shall review and approve all invoices of payment. Copy shall be mailed or faxed to:

**Financial Management Division Chief
Consolidated Fire Protection District of Los Angeles County
5801 S. Eastern Avenue, Suite 130
Commerce, California 90040-4001**

- 5.5.7 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM (if applicable). Certified Local SBEs will receive prompt payment for services they provide to District departments. Prompt

payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - DISTRICT

DISTRICT ADMINISTRATION

A listing of all the District Administration referenced in the following sub-paragraphs are designated in *Exhibit D - District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 DISTRICTS CONTRACT DIRECTOR

The responsibilities of the District's Contract Director include:

- Ensuring that the objectives of this Contract are met; and
- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.3 DISTRICT'S CONTRACT PROJECT MONITOR

The District's Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- Meeting with Contractor's Project Manager on a regular basis and
- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Monitor is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

District has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees are wearing, on their person, an ID badge before they enter to work in a District facility. Contractor personnel may be asked to leave a District facility by a District representative if they do not have the proper ID badge on their person.

7.3.2 Contractor shall notify the District within one business day when staff is terminated from working under this Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. If the fees associated with obtaining the background information exceed that currently in place for Contractor and designated Subcontractor employees, such fee shall be at the expense of the District, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 District may request that the Contractor's staff be immediately removed from working on the District Contract at any time during the term of this Contract. District will not provide to the Contractor or to the Contractor's staff any information obtained through the District conducted background

clearance.

7.4.3 District may immediately, at the sole discretion of the District, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*", *Exhibit F1*.

7.5.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit F2*.

7.5.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*", *Exhibit F3*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the District's Fire Chief District or his/her designee.

8.1.2 The District's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer and as agreed to by the Contractor. To implement such changes, an Amendment to the Contract

shall be prepared and executed by the Contractor and by the District's Fire Chief, or his/her designee.

- 8.1.3 The Fire Chief or his/her designee, may in agreement with the Contractor, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the District's Board of Supervisors adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the this section, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.1.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.1.2 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.

8.1.2 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

8.1.2 The Contractor shall preliminarily investigate all complaints and notify the District's Contract Project Monitor of the status of the investigation within five (5) business days of receiving the complaint.

8.1.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the District's Contract Project Monitor within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the District's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no

less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to the District's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County and/or District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The District will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County and/or District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the District, any other public entity, or a nonprofit corporation created by the District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the

debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this

Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault

or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation

liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's negligent acts and/or omissions arising from and/or relating to this Contract.

Aggregated Liability Cap and Consequential Damages

In no event shall Contractor be liable to the District hereunder for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an amount exceeding the fees or other charges paid by the District to Contractor during the twelve (12) months preceding the claim or the amount of two times the total contract amount, whichever amount shall be greater. This limit is cumulative and all payments under this Agreement will be aggregated to calculate satisfaction of the limit. This limitation does not apply to the insurance required on Contract in Section 8.25 of this Agreement or to any insurance proceeds. In no event will either the contractor or the state be liable for consequential, incidental, indirect, or special, damages, even if notification has been given as to the possibility of such damages.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's and Subcontractor's own expense.

8.24.1 Evidence of Insurance: Standard Accord form Certificate(s) or other evidence of coverage shall be delivered to:

**Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the blanket additional insured provision or endorsement to the commercial general liability policy. The Certificate will list the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insureds for all of Contractor's activities arising from this Contract in relation to commercial general liability and responsible for any deductible or self-insured retention that it may carry.

8.24.2 *Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A-:VII unless otherwise approved by the District.*

8.24.3 *Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.*

8.24.4 *Notification of Incidents, Claims or Suits: Contractor shall report to the District:*

- *Any accident or incident reported to the Contractor and relating to services performed under this Contract by Contractor which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within Seven (7) days of being reported to the*

Contractor.

- *Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.*
- *Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Project Monitor.*
- *Any reported and known loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.*

8.24.5 *Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.*

8.24.6 *Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by :*

- *The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.*

8.25 INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's and Subcontractor's own expense.

8.25.1 Commercial General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Business Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$1 MILLION for each accident. Such insurance shall include coverage for all “OWNED”, “HIRED” and “NON-OWNED” vehicles, or coverage for “ANY AUTO”.**

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability insurance covering liability arising from any negligent act, error, omission of the Contractor, its officers or employees with limits of not less than and **\$2 MILLION per claims made basis.** If applicable, the coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Contract.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be in material non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may deduct pro rata from the Contractor’s invoice for work not performed. Prior to any such deduction, description of the work not performed and the amount to be withheld or deducted from payments Sample Contract Advance Life Support (ALS) Billing Agreement Auditing Services to the Contractor from the District, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action, and providing reasonable time to cure.

8.26.2 If the Department Head, or his/her designee, determines that there are uncured material deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 INTENTIONALLY OMITTED

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, propose, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.
- 8.28.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws

or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Contract Project Monitor and/or District's Contract Administrator any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Contract Project Monitor or District's Contract Administrator is not able to resolve the dispute, the District's Contract Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - District's Administration and E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Administrator. The District shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, proof of payment, timecards, sign-in/sign-out sheets and other time and employment records relating to payment per the fixed rates set out in the contract, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of two (2) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within two (2) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:
- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.40.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.40.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.40.6 The District's Contract Administrator is authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child

Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The District may, by written notice to the Contractor, terminate the whole of this Contract, if, in the judgment of District's Contract Administrator:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any material task, deliverable, or service.

8.43.2 In the event that the District terminates this Contract in whole as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all reasonable and actual excess costs incurred by the District, for such similar goods and services.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-

paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the

Contractor.

8.44.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District's

Board of Supervisors appropriates funds for this Contract in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The District is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the District and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit L* in order to provide those services. The District and the Contractor therefore agree to the terms of *Exhibit I, Contractor's Obligations As a "Business*

Associate” Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District’s costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County’s Office of Affirmative Action Compliance of this information.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **ACS STATE & LOCAL
SOLUTIONS, INC.**

By

Name

LOUIS SCHIAVONE, VP

Title

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY:

By

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By

Raymond G. Fortner, Jr.
Senior Deputy County Counsel

ATTACHMENT B

**TO
ADVANCED LIFE SUPPORT (ALS)
BILLING AGREEMENT AUDITING
SERVICES**

Consolidated Fire Protection District of Los Angeles County
Advanced Life Support (ALS) Billing Agreement Auditing Services

PRICING SHEET

Business Name ACS State and Local Solutions, Inc.

Address 1800 M Street, NW

City Washington State D.C. Zip 20036

Contact Name Sanjay Kalasa

Phone # (515) 288-5717 Fax # (515) 288-4825

24-Hour Contact (202) 378-2600 Toll Free # N/A

Business Days & Hours Monday - Friday - 8:00 a.m. - 5:00 p.m.


WEBVEN Vendor # (REQUIRED): [REDACTED]

REGISTER AT: http://lacounty.info/doing_business/main_db.htm

Note: Your pricing shall also be reflected on your invoice.

	\$
Per Hour Labor Rate:	\$ 225 / hour
Additional costs:	Attach following sheet.

Sanjay Kalasa
Print Name


Signature

Vice President
Title (must be corporate office, partner, or sole proprietor)

5/5/08
Date

Consolidated Fire Protection District of Los Angeles County
Advanced Life Support (ALS) Billing Agreement Auditing Services

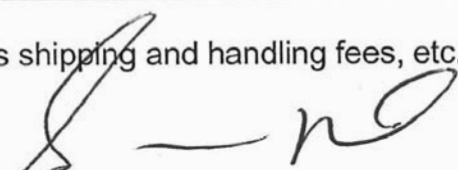
STATEMENT OF ADDITIONAL COSTS

FIRM NAME: ACS State and Local Solutions, Inc.

SERVICES		FIXED FEES / UNIT PRICE
<u>Arbitration Hearing Participation</u>	=	<u>\$ 275 / hour</u>
<u></u>	=	<u>\$</u>
<u></u>	=	<u>\$</u>
<u></u>	=	<u>\$</u>
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<u></u>	=	<u>\$</u>
<u></u>	=	<u>\$</u>
<u></u>	=	<u>\$</u>

Include fees that must be charged to the District, such as shipping and handling fees, etc.

Sanjay Kalasa
Print Name


Signature

Vice President
Title (must be corporate office, partner, or sole proprietor)

5/5/08
Date

ATTACHMENT C

**TO
ADVANCED LIFE SUPPORT (ALS)
BILLING AGREEMENT AUDITING
SERVICES**

**Los Angeles County - Community Business Enterprise Program (CBE)
Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All Proposers responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Firm Name: ACS State and Local Solutions, Inc.

- ☒ **I AM NOT** ☐ **A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal submission.**
- ☐ **I AM** ☐ **As an eligible Local SBE, I request this proposal be considered for the Local SBE Preference.**

My County (WebVen) Vendor Number : _____

II. FIRM/ORGANIZATION INFORMATION: *The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.*

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 3894

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			63	82	246	663
Hispanic/Latino			33	40	120	435
Asian or Pacific Islander			46	9	171	167
American Indian			0	3	10	7
Filipino Two or More Races			4	2	44	25
White			388	209	536	591

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use the back of this form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature

Vice President
Title

5/5/08
Date

SLS EEO Data 5/05/08

EEO CODE	ETHNICITY	FEMALE	MALE
1	AMERICAN INDIAN/ALASKAN NATIVE	3	
	ASIAN	2	5
	BLACK OR AFRICAN AMERICAN	82	63
	HISPANIC OR LATINO	40	33
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	7	41
	TWO OR MORE RACES	2	4
	WHITE	209	388
1 Total - Officials & Managers		345	534
2	AMERICAN INDIAN/ALASKAN NATIVE	1	1
	ASIAN	21	34
	BLACK OR AFRICAN AMERICAN	64	59
	HISPANIC OR LATINO	24	21
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	48	88
	TWO OR MORE RACES	8	37
	WHITE	156	297
2 Total - Professionals		322	537
3	AMERICAN INDIAN/ALASKAN NATIVE		2
	ASIAN		4
	BLACK OR AFRICAN AMERICAN	3	29
	HISPANIC OR LATINO	9	21
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	2	12
	TWO OR MORE RACES		3
	WHITE	10	69
3 Total - Technicians		24	140
4	BLACK OR AFRICAN AMERICAN		1
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	1	1
	WHITE	4	7
4 Total - Sales Workers		5	9
5	AMERICAN INDIAN/ALASKAN NATIVE	6	6
	ASIAN	19	4
	BLACK OR AFRICAN AMERICAN	588	152
	HISPANIC OR LATINO	399	76
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	75	26
	TWO OR MORE RACES	17	4
	WHITE	417	159
5 Total - Administrative / Office & Clerical		1521	427
7	HISPANIC OR LATINO	1	
7 Total - Operatives		1	
8	BLACK OR AFRICAN AMERICAN	2	3
	WHITE	2	3
8 Total - Laborers		4	6
9	AMERICAN INDIAN/ALASKAN NATIVE		1
	BLACK OR AFRICAN AMERICAN	6	2
	HISPANIC OR LATINO	2	2
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	1	2
	WHITE	2	1
9 Total - Service Workers		11	8
Grand Total		2233	1661

Grand Total
3
7
145
73
48
6
597
879
2
55
123
45
136
45
453
859
2
4
32
30
14
3
79
164
1
2
11
14
12
23
740
475
101
21
576
1948
1
1
5
5
10
1
8
4
3
3
19
3894